

GREENEBAUM DOLL & McDONALD

(A PARTNERSHIP INCLUDING PROFESSIONAL SERVICE CORPORATIONS)

3300 FIRST NATIONAL TOWER
LOUISVILLE, KENTUCKY 40202

TELEPHONE (502) 589-4200

TELECOPIER (502) 589-4412

TELEX 213029

14536

RECORDED NO. FILE NO. 1422

JAN 11 1985 - 11 22 AM

INTERSTATE COMMERCE COMMISSION

January 8, 1985

A. ROBERT DOLL*
ROBERT F. MATTHEWS
WILLIAM C. BOONE, JR.
LARAMIE L. LEATHERMAN*
EDWIN H. PERRY
IRWIN J. EISINGER
DONALD H. BALLEISEN
THOMAS A. BROWN
MARVIN J. HIRN
MICHAEL G. SHAIKUN*
MARTIN S. WEINBERG*
IVAN M. DIAMOND
MICHAEL M. FLEISHMAN*
ELLEN M. PEDLEY
LAWRENCE K. BANKS
PHILLIP D. SCOTT
R. VAN YOUNG
EDWARD B. WEINBERG*
CHARLES FASSLER
RICHARD S. HOLT
JOHN A. WEST
MICHAEL L. ADES
JERRY E. ABRAMSON
W. PLUMER WISEMAN, JR.
ERIC L. ISON
JOHN S. REED, II
JOHN H. STITES, III
RICHARD A. GETTY
ROBERT C. STILZ, JR.
JOHN R. CUMMINS
JAMES E. MILLIMAN

S. L. GREENEBAUM (1902 1973)
ANGUS W. McDONALD (1912 1980)
W. VAN METER ALFORD (1916 1981)

P. RICHARD ANDERSON, JR.
LLOYD R. CRESS
CHARLES J. LAVELLE
MARK S. AMENT
DAVID M. ROTH
JAMES A. KEGLEY
MARCUS P. MCGRAW
DOROTHY M. PITT
DAVID W. HARPER
JAMES R. COX
JOHN S. SAWYER
HIRAM ELY, III
JOHN V. WHARTON
C. JUNE NALLEY
GARY R. WEITKAMP
PEGGY B. LYNDROP
PATRICIA W. BALLARD
SCOTT W. BRINKMAN
LISABETH H. ABRAMSON
HENRY C. T. RICHMOND, III
LOIS T. CALVERT
PAULA J. SHIVES
ALAN C. PARSONS
JOHN E. SELENT
SCHUYLER J. OLT
PATRICK A. NEPUTE
BARRY J. SOBERING
BARBARA R. HARTUNG
FORREST W. RAGSDALE, III
JANE I. TUDOR
RICHARD S. CLEARY

NICHOLAS R. GLANCY
HARTWELL P. MORSE, III
MICHAEL C. SLONE
KATHLEEN A. McDONOUGH
MARGARET E. KEANE
ELOISE D. BRADSHAW
ELIZABETH A. GALLOWAY
RICHARD T. BROIDA
CARMIN D. GRANDINETTI
WILLIAM L. MONTAGUE
JANET P. JAKUBOWICZ
DANNY C. REEVES
SAMUEL H. FRITSCHNER
VICKI L. BROOKS
LISA R. PORTA
STEPHEN I. WOLFF
RICHARD J. EMMETT
J. JAY KATZ
DANIEL M. GRAY
MARK S. RIDDLE
MASTEN CHILDERS, II
HOWARD S. STURM

OF COUNSEL
LILLIAN M. FLEISCHER
W. BRUCE LUNSFORD

LEXINGTON OFFICE
1400 VINE CENTER TOWER
P. O. BOX 1808
LEXINGTON, KENTUCKY 40593

Secretary, Interstate Commerce Commission

Washington, D.C. 20423

Gentlemen:

I have enclosed an original and one copy of a document to be recorded pursuant to Section 11303 of Title 49 of the United States Code. This document is a Mortgage and Security Agreement, a primary document dated December 21, 1984.

The names and addresses of the parties to the document are as follows:

Mortgagor: B-Four, Inc.
Highway 862
Madisonville, KY 42431

Mortgagee: First National Bank of
Louisville
101 South Fifth Street
Louisville, KY 40202

The description of the equipment covered by the document is as follows:

Three (3) General Motors Switching Locomotives, each of 1200 horsepower and bearing serial numbers 1246, 1249 and 1250.

Including all attachments, accessories, accessions and improvements to the above-described three (3) locomotives.

GREENEBAUM
DOLL & McDONALD

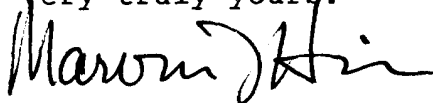
Secretary, Interstate Commerce Commission
January 8, 1984
Page 2

A check for the recording fee of \$50.00 is enclosed. Please return the original and any extra copies not required by the Commission for recordation.

A short summary of the document to appear in the index follows:

A Mortgage and Security Agreement between B-Four, Inc., Madisonville, Kentucky, as Mortgagor and First National Bank of Louisville, as Mortgagee, covering three General Motors Switching Locomotives.

Very truly yours.

A handwritten signature in dark ink, appearing to read "Marvin J. Hirn". The signature is fluid and cursive, with the first name "Marvin" being more prominent and the last name "Hirn" following in a similar style.

Marvin J. Hirn

MJH/bmt
Enclosures

1/14/85

Interstate Commerce Commission
Washington, D.C. 20423

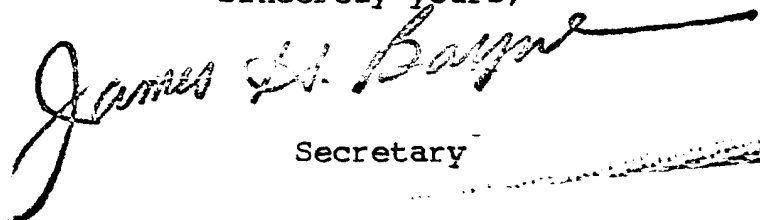
OFFICE OF THE SECRETARY

Marvin J. Hirn
Greenebaum Doll & McDonald
3300 First National Tower
Louisville, Kentucky 40202

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 1/11/85 at 11:30am and assigned re-
recording number(s). 14536

Sincerely yours,


Secretary

Enclosure(s)

14536

RECORDATION NO. _____ Filed 1429

12/19/84

JAN 11 1985 11 52 AM

INTERSTATE COMMERCE COMMISSION

MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE AND SECURITY AGREEMENT is made and entered into as of the 21 day of December, 1984, by and between (i) B-FOUR, INC. ("B-Four"), a Kentucky corporation with its principal office and place of business at Madisonville, Kentucky and whose address is Highway #862, Madisonville, Kentucky 42431, and FIRST NATIONAL BANK OF LOUISVILLE ("Bank"), a national banking association having its principal place of business, post office and residence at 101 South Fifth Street, Louisville, Jefferson County, Kentucky 40202.

IT IS HEREBY AGREED BY THE PARTIES AS FOLLOWS:

1. For good and sufficient value received, B-Four, Inc. hereby pledges, mortgages, assigns, transfers and grants a security interest in all the following collateral (the "Collateral") to the Bank, to-wit:

Three (3) General Motors Switching Locomotives, each of 1200 horsepower and bearing serial numbers 1246, 1249 and 1250.

Including all attachments, accessories, accessions and improvements to the above-described three (3) locomotives.

2. This Mortgage and Security Agreement is made and granted by B-Four, Inc. to the Bank in order to secure the full and punctual payment to the Bank (i) of those certain promissory notes ("Notes") as follows:

That certain Term Loan Promissory Note dated April 21, 1983, made by Charolais Corporation, payable to the order of the Bank, and in the face principal amount of Four Million Dollars (\$4,000,000.00); that certain Revolving Credit Promissory Note dated April 21, 1983, made by Charolais Corporation, payable to the order of Bank, and in the face principal amount of Three Million Dollars (\$3,000,000.00), as amended by that certain Amendment to Promissory Note dated March 8, 1984, among Charolais Corporation, the Bank, Donald E. Bowles and Betty Bowles, and further amended December 21, 1984, which amendment increased the principal amount evidenced by the Revolving Credit Promissory Note from Three Million Dollars (\$3,000,000.00) to Five Million Dollars

(\$5,000,000.00); that certain Equipment Loan Promissory Note dated June 28, 1984, made by Charolais Corporation, payable to the order of Bank, and in the face principal amount of One Million One Hundred Forty-Two Thousand Two Hundred Thirty Dollars (\$1,142,230.00); and that certain Unit Train Promissory Note dated December 21, 1984, made by Betty J. Bowles, payable to the order of Bank, and in the face principal amount of Five Hundred Thousand Dollars (\$500,000.00);

(ii) all other indebtedness, obligations and liabilities of whatever kind of B-Four, Inc., Charolais Corporation, Donald E. Bowles or Betty J. Bowles, to the Bank, whether created directly or acquired by the Bank by assignment or otherwise, whether now existing or hereafter created or arising, absolute or contingent, joint or several, due or to become due, including but not limited to, all future loans and advances made by the Bank to the foregoing named corporations and individuals.

(b) The maturity date of the Notes is July 15, 1987.

(c) The Notes have all been made and issued in accordance with a Loan Agreement as amended by and among the parties hereto and certain other parties (hereinafter referred to as the "Loan Agreement").

3. B-Four, Inc. hereby warrants and represents to the Bank that:

(a) B-Four, Inc. is a duly organized and validly existing corporation, in good standing, under the laws of Kentucky and is duly qualified to transact business in all other jurisdictions where its business and applicable law so require.

(b) B-Four, Inc. has absolute title to the Collateral free and clear of all liens, encumbrances and security interests, except the lien and security interest granted to the Bank by this Mortgage and Security Agreement and the lien of any ad valorem or property taxes which are not yet due and payable.

(c) B-Four, Inc. has the right and power to obtain and obligate itself on the loan represented by the Notes and to enter into and perform its obligations under this Mortgage and Security Agreement; and the execution and delivery of the Notes and this instrument do not violate any provision of the Articles of Incorporation or By-Laws of B-Four, Inc., any term or condition of any contract, indenture or agreement to which B-Four, Inc. is a party.

(d) The acquisition of the Collateral, the loan evidenced by the Notes and the execution and delivery of this instrument have all been duly and fully authorized by B-Four, Inc. and all other necessary parties, and the Notes and this instrument when duly executed and delivered will constitute valid, binding and enforceable obligations of B-Four, Inc.

4. B-Four, Inc. hereby covenants and agrees with the Bank that B-Four, Inc. will:

(a) Not use or operate, nor will B-Four, Inc. authorize or permit its lessees or other persons to use or operate, any of the Collateral outside of the forty-eight contiguous states of the United States. Should any of the Collateral ever be used in, leased in, or its use permitted in Canada (or any province or territory thereof) or in Mexico (or in any state of the Federal District thereof), B-Four, Inc. shall immediately notify Bank and take all necessary action to protect the right, title and interest of the Bank in the Collateral and will furnish the Bank with an opinion of Canadian or Mexican counsel, as the case may be, satisfactory to the Bank to the effect that the action taken by B-Four, Inc. is all that is necessary to protect fully the right, title and interest of the Bank in the Collateral.

(b) Defend and protect the Collateral against all adverse claims and demands, and promptly notify the Bank in writing of any such claim or demand asserted against any of the Collateral.

(c) Mark each locomotive forming part of the Collateral appropriately to show the ownership of B-Four, Inc. and with its assigned reporting mark and number in accordance with the rules and regulations of the American Association of Railroads (A.A.R.), and B-Four, Inc. will maintain and cause the Collateral to be always to marked while this instrument remains in effect and will not, during such period, cause or allow the Collateral to be marked so as to indicate ownership in any other party or to be remarked or renumbered without the prior written consent of the Bank, nor will B-Four, Inc. allow any of the Collateral to be marked so as to indicate a lien thereon allegedly held by any party other than the Bank. The Bank may at any time and from time to time require B-Four, Inc. to mark some or all of the Collateral to indicate the Bank's lien thereon hereunder.

(d) Maintain the Collateral or cause the same to be maintained in good and proper working order and condition throughout the period this instrument remains in effect, and the Collateral shall not be used for any purpose other than normal rail transportation of coal without the prior written consent of the Bank.

(e) Permit the Bank and its agents to inspect the Collateral and the books and records of B-Four, Inc. regarding same at any reasonable time, and from time to time, and will at all times keep track of the location of each piece of the Collateral and will promptly on request by the Bank furnish same a statement setting forth the location and condition of each locomotive forming part of the Collateral.

(f) Pay all taxes and other governmental assessments, charges and impositions levied upon the Collateral on or before the respective due dates therefor and prior to the attachment to the Collateral of any penalties or interest for late payment. The Bank shall have the right to demand proof of the timely payment of all such taxes and governmental charges and shall have the right, on the failure of B-Four, Inc. to so pay same, to pay all such taxes and governmental charges itself on behalf of B-Four, Inc. and B-Four, Inc. shall reimburse the Bank therefor, together with interest on the amounts so paid by the Bank at the per annum rate of five and one-half percent (5-1/2%) in excess of the then current "Prime Rate", promptly upon demand by the Bank. The term "Prime Rate", as used herein, shall have the same meaning accorded said term in the Notes.

(g) Pay the Notes, and all installments of principal and interest thereunder, and all other amounts owed by B-Four, Inc. to the Bank hereunder and otherwise, in full when, as and how due.

(h) Pay and reimburse the Bank for the expenses, including attorneys' fees, incurred in the preparation of this Mortgage and Security agreement and other documents pertaining to this transaction, and for the cost of all recording and filing deemed necessary by Bank to perfect its lien on the Collateral.

(i) Promptly notify the Bank in writing in the event any of the locomotives forming the Collateral are substantially damaged or destroyed as a result of any accident, calamity or other occurrence, and will assign and pay to the Bank any compensation as a result of such damage or destruction off the Collateral received under the American Association of Railroads Mechanical Interchange Rules, under any insurance policy or otherwise.

5. B-Four, Inc. hereby covenants and agrees with the Bank that B-Four, Inc. will not:

(a) Permit any other chattel mortgages, security interests, liens or other encumbrances to attach to any of the Collateral;

(b) Permit any of the Collateral to be seized, attached or levied upon under any legal process;

(c) Sell, contract to sell, exchange, transfer or otherwise dispose of any of the Collateral, without the prior written consent of the Bank.

(d) Permit or suffer anything to be done, excluding normal use of the Collateral, that may in any way impair the value of any of the Collateral or the security intended to be afforded by this Mortgage and Security Agreement.

(e) Use, permit the use of, or lease for use any of the collateral predominately outside the United States of America within the meaning of §48(a) of the Internal Revenue Code of 1954 (the "Code"), as amended to the date of this Mortgage and Security Agreement, or permit the use of the Collateral by any person in whose hands the Collateral would not qualify as "§38 property" within the meaning of said Code.

6. B-Four, Inc. will at all times maintain or cause to be maintained property and casualty insurance in respect of the Collateral in at least the amounts and against the risks as prudent railroad companies customarily insure similar equipment owned by them; provided, however, that the amount of such coverage shall not, at any time, be less than the current aggregate outstanding principal balance of the Notes (with a deductible or retained liability of the insured of not greater than One Hundred Thousand Dollars (\$100,000.00)). The Bank shall be named as loss payee or an additional insured under all such insurance policies and the proceeds of such insurance shall be payable to the Bank and B-Four, Inc. as their respective interests may appear.

B-Four, Inc. will at all times carry and maintain or cause to be carried and maintained public liability insurance, naming the Bank as an additional named insured, in at least the amounts and against the risks as prudent railroad companies customarily insure similar equipment owned by them; provided, however, that the amount of such coverage shall not, at any time, be less than One Million Dollars (\$1,000,000.00) (with a deductible or retained liability of the insured of not greater than One Hundred Thousand Dollars (\$100,000.00)) per occurrence. Any policy of insurance carried in accordance with this §6 shall not provide for any payment of premiums or commissions by the Bank.

B-Four, Inc. shall obtain from each insurer issuing a policy in satisfaction of the terms of the two paragraphs immediately above an agreement, by endorsement or separate instrument, that such insurer will give the Bank at least thirty (30) days written notice prior to the effectiveness of any modification or cancella-

tion of the policy issued by such insurer. On the execution hereof, B-Four, Inc. shall deliver to the Bank a binder, policy or certificate of insurance by or on behalf of each insurer stating the coverage, named insureds and limits of each such policy which policies together satisfy the provisions of this §6, and B-Four, Inc. shall at least thirty (30) days prior to the expiration of each such policy present to the Bank satisfactory evidence of the renewal, extension or replacement thereof.

7. B-Four, Inc. shall not, while the Notes remain outstanding and this Mortgage and Security Agreement remains in effect, dissolve, wind up its affairs, liquidate in whole or in part, or sell substantially all of its assets, nor merge, consolidate or pool its assets with any corporation, partnership, joint venture or any other person or business entity.

8. (a) Each of the following shall constitute and be deemed an "Event of Default" hereunder"

(i) Any maker shall fail to pay in full any installment of principal and/or interest, or any other amount, due under any of the Notes at the time and in the manner due under the terms of the Notes and shall further fail to cure such default within ten (10) days of written notice thereof from the Bank;

(ii) B-Four, Inc. shall fail to comply fully with any of the provisions of this Mortgage and Security Agreement or of the Loan Agreement;

(iii) Any of the warranties and representations made by B-Four, Inc. or any party thereto, in any other document pertaining to this financing and delivered to the Bank shall prove to be false or misleading in any respect or shall omit a material fact;

(iv) Any "Event of Default" under that Loan Agreement referenced in §2(c) above; or

(v) B-Four, Inc. is adjudicated as bankrupt or insolvent, or files a voluntary petition in bankruptcy or a petition seeking reorganization or an arrangement with creditors, or requests or suffers the appointment of a trustee, receiver or liquidator for all or a substantial part of its business or assets, or makes a general assignment for the benefit of creditors, or takes advantage of any statute or law, federal or state, pertaining to relief for debtors.

(b) Upon the occurrence of any Event of Default as defined in §§8(a)(i), (ii), (iii) or (iv) above, the Bank may, at its option and without further notice, declare the entire

unpaid principal balance of, and all accrued interest on, the Notes, plus all other indebtedness and obligations of B-Four, Inc., Charolais Corporation and Donald E. Bowles and Betty J. Bowles to the Bank, to be immediately due and payable in full and proceed to forthwith realize upon the Collateral and all other security for the Notes and such indebtedness. Upon the occurrence of an Event of Default of the nature defined in §8(a)(v) above, the entire outstanding principal balance of, and all accrued interest on, the Notes, and all other indebtedness of B-Four, Inc., Charolais Corporation and Donald E. Bowles and Betty J. Bowles to the Bank, shall automatically and immediately, without notice, presentment or other action by the Bank, become due and payable in full. On the occurrence of an Event of Default, the Bank shall have all of the rights and remedies in and against the Collateral available under federal law and to a secured party under the Uniform Commercial Code as adopted in Kentucky, and, in addition, all rights and remedies provided herein, in the other instruments pertaining to the financing evidenced by the Notes, or otherwise by law, all of which rights and remedies shall be cumulative to the fullest extent permitted by law. Following an Event of Default, the Bank shall have the right to require B-Four, Inc., at the latter's expense, to assemble the Collateral and make it available to the Bank at such rail points as are feasible and designated by the Bank, and the Bank may immobilize and keep from use all or any part of the Collateral, with or without proceeding to sell the Collateral or any part thereof, and shall also have the right to lease all or part of the Collateral to other parties with or without taking possession thereof. The Bank shall have the right at its discretion to sell the Collateral at public or private sale(s) in one or more lots. B-Four, Inc. will on demand by the Bank pay, as part of the indebtedness and obligations hereby secured, all amounts, including but not limited to attorney's fees, permitted by law, with interest on all such amounts paid by the Bank at the rate of five percent (5%) per annum in excess of the "Prime Rate" as defined in §4(b) above, incurred or paid by the Bank as expenses in taking possession of, preserving and disposing of the Collateral, including any taxes, insurance and maintenance costs incurred during such proceedings. The requirement of reasonable notice of time and place of disposition of the Collateral by the Bank shall be conclusively met if such Notice is mailed, postage prepaid, to B-Four, Inc.'s last address as furnished to the Bank at least fifteen (15) days before the sale or disposition. The Bank may bid upon and purchase any or all of the Collateral at any public sale thereof. The Bank may dispose of all or any part of the Collateral in one or more lots and at one or more times and from time to time, and upon such terms and conditions, including a credit sale, as the Bank determines in its sole discretion. The Bank may apply the net proceeds of any such disposition of Collateral or part thereof, after deducting all costs incurred

in connection therewith, including the Bank's attorneys' fees and expenses incidental to preparing and preserving for sale and the sale of the Collateral, and with interest thereon at the rate specified above, in such order as the Bank may elect, to the indebtedness of Charolais Corporation, B-Four, Inc., Donald E. Bowles or Betty J. Bowles secured hereunder, including but not limited to the Notes, and any remaining proceeds, after all such indebtedness and other amounts due hereunder are satisfied in full, shall be paid to B-Four, Inc.

9. This Mortgage and Security Agreement shall extend to and include, and B-Four, Inc. hereby grants the Bank a security interest in, (i) any process and products of the Collateral, (ii) all of its equipment apart from the Collateral, including, but not limited to, all of its tools and machinery for servicing the Collateral, and (iii) all of its goods and inventory, including, but not limited to, all spare parts and fuel for the Collateral. B-Four, Inc. further hereby collaterally assigns to the Bank, and grants the Bank a security interest in, all of its leases, accounts and accounts receivable, contract rights, chattel paper, securities, documents, instruments and general intangibles, including, but not limited to, all per diem, mileage and other fees payable by third parties with regard to the Collateral and any rental or income derived from leasing any of the Collateral. At the request of the Bank, B-Four, Inc. hereby grants the Bank a security interest in, (i) any proceeds and products of the Collateral, (ii) all of its equipment apart from the Collateral, including, but not limited to, all of its tools and machinery for servicing the Collateral, and (iii) all of its goods and inventory, including, but not limited to, all per diem, mileage and other fees payable by third parties with regard to the Collateral and any rental or income derived from leasing any of the Collateral. At the request of the Bank, B-Four, Inc. will furnish the Bank complete information as to the foregoing items and the Bank shall have the right to require that all payments of such latter items be made directly to the Bank to be credited against the indebtedness hereby secured, and the Bank may advise the parties owing such payments of its rights under this instrument and direct such parties to make their payments to the Bank.

10. B-Four, Inc. consents to the filing of this Mortgage and Security Agreement with the Interstate Commerce Commission in order to perfect the Bank's lien on the Collateral under the provisions of 49 U.S.C. §11303 (formerly §20c of the Interstate Commerce Act). B-Four, Inc. shall also execute and deliver to the Bank a UCC-1 Financing Statement, evidencing the security interests granted herein, for filing with the Hopkins County Clerk, Madisonville, Kentucky. B-Four, Inc. shall, pursuant to

§4(h) hereof, pay and reimburse the Bank for all fees and charges incurred or necessary for filing and recording.

11. This Mortgage and Security Agreement, the Loan Agreement, Notes, and other instruments and documents pertaining to the financing evidenced by the Notes shall all be construed harmoniously together. The covenants and obligations of B-Four, Inc. and the rights and powers of the Bank under all such instruments and documents shall be regarded and interpreted as cumulative (rather than as in any way mutually exclusive or contradictory) to the full extent possible and permitted by law. Such instruments and documents shall always be construed and applied to effectuate their purpose of providing the Bank, its successors and all other persons having having a beneficial interest in the Notes, maximum security for the payment of the Notes and flexibility with regard thereto.

12. (a) Time shall be of the essence in the performance by B-Four, Inc. of all its covenants, obligations and agreements hereunder.

(b) This instrument and the agreement evidenced hereby shall, to the extent federal law is not applicable, be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

(c) This Mortgage and Security shall be binding upon B-Four, Inc. and its successors and assigns and shall inure to the benefit of the Bank, its successors, endorsees and assigns and all other holders of a beneficial interest in the Notes. The Bank, without the consent of B-Four, Inc. may assign any or all of the notes and its rights under this Mortgage and Security Agreement to third person(s), in which event said assignee(s) of the Bank shall succeed to all of the rights of the Bank under the Note(s) so assigned and under this Mortgage and Security Agreement as regards the assigned Note(s).

IN TESTIMONY WHEREOF, the parties hereto have caused this Mortgage and Security Agreement to be fully executed on their behalf by their undersigned, properly authorized officers, the day an year first above set forth.

B-FOUR, INC.

By: Betty Jane Bowles
Title: President

FIRST NATIONAL BANK OF LOUISVILLE

By: James H. Hunter
TITLE: Commercial Banking Officer

COMMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON Hopkins)

On this 21st day of December, 1984, personally appeared Betty Jane Hinkle, to me personally known, who executed the foregoing instrument on behalf of B-Four, Inc., and who after being by me duly sworn, says that he is the President of B-Four, Inc., a Kentucky corporation, that the foregoing instrument was executed on behalf of said Corporation, and he acknowledged that the execution of the foregoing instrument was the act and deed of said Corporation.

IN TESTIMONY WHEREOF, witness my hand and notarial seal.

Wicki Lynn May
Notary Public

My commission expires: 11-30-85

COMMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

On this 19th day of December, 1984, personally appeared James L. Hunter, to me personally known, who executed the foregoing instrument on behalf of First National Bank of Louisville and who after being by me duly sworn, says that he is the Commercial Banking Officer of First National Bank of Louisville, a national corporation, that the foregoing instrument was executed on behalf of said Corporation, and he acknowledged that the execution of the foregoing instrument was the act and deed of said Corporation.

IN TESTIMONY WHEREOF, witness my hand and notarial seal.

Marlene Troff
Notary Public

My commission expires: 1/20/86

I certify that I prepared the
foregoing instrument:


Marvin J. Hirn

GEENEBAUM DOLL & McDONALD
3300 First National Tower
Louisville, KY 40202
(502) 589-4200